No. CRDH07-TL-LW-dl-2023-0005

合同编号：

ELEKTROMETAL PLUS
Br. 1381/2023
Datum: 01.06.2023. god.
V R Š A C

Subcontract of Indoor Electrical Installation for Electricity and Electrification under THE MODERNIZATION AND RECONSTRUCTION OF THE HUNGARIAN–SERBIAN RAILWAY CONNECTION IN THE TERRITORY OF THE REPUBLIC OF SERBIA

塞尔维亚共和国境内匈牙利-塞尔维亚铁路线现代化和重建电力和电气化项目室内电气安装分包合同

China Railway Construction Electrification Bureau Group Co., Ltd

SERBIA OGRANAK BEOGRAD

中国铁建电气化局集团有限公司塞尔维亚分公司

AND

“Elektrometal Plus” LLC

THIS SUBCONTRACT is made between:

本分包合同由以下双方签订：

Party A:

甲方：

China Railway Construction Electrification Bureau Group Co., Ltd SERBIA OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia, having its registered office and principal place of business at Jurija Gagarina 20 z, apt. number 59, Novi Beograd, Serbia, with registration no: 29510016 and tax identification no: 111359400, legally represented by Mr. Zhao Jianyong (hereinafter also referred to as: "**Party A**").

中国铁建电气化局集团有限公司塞尔维亚分公司根据塞尔维亚共和国法律正式成立，注册营业地点为 Jurija Gagarina 20 z, apt. number 59, Novi Beograd, Serbia，注册号：29510016，税号：111359400，法人代表为赵剑勇（以下称：甲方）

And

以及

Party B:

乙方：

"Elektrometal Plus" LLC, duly incorporated pursuant to the law of the Republic of Serbia for the company, having its registered office and principal place of business at Vojvode Knićanina no. 4, Vršac, with registration no: 20607793 and tax identification no: 106467556, legally represented by Slobodan Jaćimovski (hereinafter also referred to as: "**Party B**"), Party B's account: OTP Banka Srbija A.D. 325-9500500113208-72

"Elektrometal Plus" LLC 根据塞尔维亚共和国法律正式成立，注册营业地点为 Vojvode Knićanina no. 4, Vršac，注册号：20607793，税号：106467556，法人代表为 Slobodan Jaćimovski（以下称：乙方），银行账户：325-9500500113208-72，开户行：OTP Banka Srbija A.D.

Whereas:

鉴于：

1. On July 7th, 2018 the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC (hereinafter referred to as: "**Employer**") and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd entered into a Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, For Section Novi Sad-Subotica-State Border (Kelebija) (hereinafter referred to as: "**Commercial Contract**") relating the project of modernization, reconstruction and construction of railway line on the sections of Belgrade-Budapest railway line, in particular, Section Novi Sad-Subotica-State Border (Kelebija) in Serbia.

1. 2018 年 7 月 7 日，塞尔维亚共和国政府、塞尔维亚铁路基础设施股份公司（以下简称："雇主"）与中国中铁国际有限公司和中国交通建设股份有限公司的联营体就塞尔维亚共和国境内的匈牙利-塞尔维亚铁路线诺维萨德-苏博蒂察-国家边境（Kelebija）段的现代化和重建签订了商业合同（以下简称："商业合同"），涉及贝尔格莱德-布达佩斯铁路线的现代化、重建和建设项目，特别是塞尔维亚境内诺维

萨德-苏博蒂察-国界（Kelebija）段。

2. **China Railway International Co., Ltd. SERBIA OGRANAK BEOGRAD-SAVSKI VENAC** and **China Railway Construction Electrification Bureau Group Co., Ltd SERBIA OGRANAK BEOGRAD** signed the "Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija) Electricity and Electrification under System Integration Subcontract" (hereinafter referred to as: **"Main Contract"**), relating the works of Electricity and Electrification of railway line on the Section Novi Sad-Subotica-State Border(Kelebija) railway line(hereinafter referred to as "**main contract works"**).

2. 中铁国际股份有限公司塞尔维亚分公司与中国铁建电气化局集团有限公司塞尔维亚分公司签订了《匈牙利-塞尔维亚铁路塞尔维亚共和国境内诺维萨德-苏博蒂察-国界（Kelebija）段现代化改造项目-电力和电气化系统集成分包合同》（以下简称：《主合同》），涉及诺维萨德-苏博蒂察-国界（Kelebija）段铁路线的电力和电气化工程（以下简称："主合同工程"）。

3. **Party A** is authorized to undertake all the execution of the **main contract works.**

3. 甲方被授权承担主合同工程的所有执行工作。

4. **Party A**, with a desire to engage Party B to carry out the works related to indoor electrical installation for Subotica freight and customs building 4.2.3.22, Subotica station building 4.2.2.23, ETP Subotica 4.2.3.27 and Bačka Topola station 4.2.3.16, under the main contract works on a subcontract basis (hereinafter referred to as the "**Subcontract Works**"), while Party B is willing to undertake all the execution of the Subcontract Works.

4. 甲方希望聘请乙方以分包方式进行主合同工程下的苏博蒂察货运及海关大楼 4.2.3.22、苏博蒂察火车站站房 4.2.2.23、苏博蒂察机修车间 4.2.3.27 及巴奇卡托波拉 4.2.3.16 室内电气安装工程（以下简称 "分包工程"）的相关工作，乙方愿意承担分包工程的所有施工内容。

5. **Party A** and **Party B** have entered into a **Subcontract** in Novi Sad on 01.06.2023 after friendly consultation. The terms and conditions are set forth as follows for both parties to comply with.

5. 经友好协商，甲方和乙方在诺维萨德于 01.06.2023 签订分包合同。现将有关条款规定如下，请双方共同遵守。

Article 1 Definition

条款一 定义

1.1 **Main contract works** means the Electricity and Electrification works on modernization, reconstruction and construction of railway line on the Section Novi Sad-Subotica-State Border (Kelebija).

1.1 主合同工程是指诺维萨德-苏博蒂察-边境（Kelebija）段铁路现代化、重建和建设的电力和电气化工程。

1.2 **Main contract** means the contract signed by **China Railway International Co., Ltd. SERBIA OGRANAK BEOGRAD-SAVSKI VENAC** and **China Railway Construction Electrification Bureau Group Co., Ltd OGRANAK BEOGRAD.**

1.2 主合同是指由中铁国际股份有限公司塞尔维亚分公司与中国铁建电气化局集团有限公司塞尔维亚分公司签订的合同。

1.3 **Subcontract** means this Contract, namely the Subcontract signed by Party A and Party B for the execution of the Subcontract Works consisting of a Contract and its Appendixes.

1.3 分包合同是指本合同，即甲方和乙方为实施分包工程而签订的由合同及其附录组成的分包合同。

1.4 **Subcontracted works** means the construction of indoor electrical installation for Subotica freight and customs building 4.2.3.22, Subotica station building 4.2.2.23, ETP Subotica 4.2.3.27 and Bačka Topola station 4.2.3.16, which shall include the works of dismantling existing equipment, procurement of equipment and materials, secondary transport of equipment and its installation, wiring, coordination with commissioning, protection of finished works before taking over and as-build documentation(including all works in the Appendix 1).

1.4 分包工程是指苏博蒂察货运及海关大楼 4.2.3.22、苏博蒂察火车站站房 4.2.2.23、苏博蒂察机修车间 4.2.3.27 及巴奇卡托波拉 4.2.3.16 的室内电气安装工程，包括旧有设备拆除、设备材料采购、二次搬运、就位安装、接线、配合调试，移交前成品保护、竣工资料制作以及附件一中的所有内容。

1.5 **Subcontract price** means the price agreed on by Party A and Party B and defined in the Subcontract which shall be paid by Party A to Party B for completion of all the works defined in the Subcontract. The final settlement amount shall be subject to the actual completed workload.

1.5 分包合同价是指经甲方和乙方商定并在分包合同中确定的，由甲方支付给乙方的完成分包合同中确定的全部工程的价格。最终结算金额以实际完成的工作量为准。

1.6 **Day** means **calendar day**.

1.6 日是指日历日。

1.7 **Employer** means the Joint Venture CRIC-CCCC.

1.7 雇主指 CRIC-CCCC 联营体。

1.8 **Defects liability period**

The defects liability period starts from the date of project acceptance certificate issued by the Employer to the end of one year term.

1.8 缺陷责任期

缺陷责任期从雇主签发项目验收证书之日起至一年期满止。

1.9 **Warranty period**

The warranty period is calculated from the date of the project acceptance certificate received by the Party A to the end of a consecutive five-year term (including the defects liability period).

1.9 保修期

保修期从甲方收到项目验收证书之日起计算，连续 5 年（含缺陷责任期）。

1.10 **Priority of contract documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, unless otherwise agreed in the Contract, the priority of the documents shall be in accordance with the following sequence:

(1) Subcontract

(2) Main contract

(3) Design documentation

(4) The priced bill of quantities

(5) All the written consent, confirmation, memorandum, minutes, and other documents related to the Subcontractor's scope of work agreed by Party A and the Employer during the performance of the Main Contract, as well as other documents related to the subcontracted works signed by both parties during the subcontract period.

1.10 合同文件的优先权

构成合同的文件应被视为是相互解释的。以解释为目的，除非合同中另有约定，文件的优先权应按照以下顺序进行：

(1) 分包合同

(2) 主合同

(3) 设计文件

(4) 已定价的工程量清单

(5) 甲方和雇主在履行主合同期间商定的与分包人工作范围有关的所有书面同意书、确认书、备忘录、会议记录等文件，以及甲乙双方在合同期间签署的与分包工程有关的其他文件。

The above documents are an integral part of the Contract and have the same binding force on both parties. In case of any difference in understanding or interpretation of the Contract, Main Contract, and other Agreements between the two parties, the Main Contract and the latest formed documents shall prevail.

上述文件是合同的组成部分，对双方具有相同的约束力。如果双方对本合同、主合同和其他协议的理解或解释有任何分歧，应以主合同和最新形成的文件为准。

In case of any ambiguity or inconsistency in the contract documents, both Parties shall negotiate for a solution, but the progress of the subcontracted works shall not be affected.

如果合同文件有任何不明确或不一致的地方，双方应协商解决，但不得影响分包工程的进展。

Article 2 General Provisions

条款二 总则

2.1 Party A, intends to subcontract all the works related to the indoor electrical installation for Subotica freight and customs building 4.2.3.22, Subotica station building 4.2.2.23, ETP Subotica 4.2.3.27 and Bačka

Topola station 4.2.3.16, which is defined in clause 1.4 to Party B. Party A is hereby to guarantee that Party A shall fully fulfil its obligations defined in the Subcontract to ensure due rights and interests of Party B.

2.1 甲方拟将所有与苏博蒂察货运及海关大楼 4.2.3.22、苏博蒂察火车站站房 4.2.2.23、苏博蒂察机修车间 4.2.3.27 及巴奇卡托波拉 4.2.3.16 室内电气安装有关的工程，即第 1.4 条中定义的工程，分包给乙方。甲方在此保证充分履行分包合同中规定的义务，确保乙方的应有权益。

2.2 Party B sufficiently understands the content and situation of the Main Contract Works and the Subcontract Works, and also understands that Party A's responsibilities to the Employer in all the Works as defined in the Main Contract are Party B's responsibilities to Party A in the Subcontract. Party B is willing to abide by and perform all responsibilities and obligations related to the Subcontract Works as defined in the Main Contract unless request otherwise stipulated in the Subcontract. Party B agrees to execute the Subcontract Works according to relevant terms and conditions in the Main Contract and is willing to undertake the responsibilities and obligations defined in the Subcontract.

2.2 乙方充分了解主合同工程和分包工程的内容和情况，也理解甲方在主合同中规定的所有工程中对雇主的责任即为乙方在分包合同中对甲方的责任。除分包合同另有约定外，乙方愿意遵守和履行主合同规定的与分包工程有关的一切责任和义务。乙方同意按照主合同的相关条款和条件执行分包工程，并愿意承担分包合同规定的责任和义务。

2.3 Based on the above-mentioned conditions Party A agrees to entrust Party B with the execution of the Subcontract Works and to pay the Subcontract Price according to the actual completion of the works in terms of the Subcontract.

2.3 基于上述条件，甲方同意委托乙方实施分包工程，并按分包合同项下工程的实际完成情况支付分包价款。

Article 3 Composition of the Subcontract

条款三 分包合同的组成

The Subcontract consists of the following documents:

(1) The Priced Bill of Quantities (Appendix 1)

(2) List of personnel from Party B (Appendix 2)

(3) List of the mechanization and tools on the construction site and list of devices and materials on the construction site (Appendix 3)

分包合同包括以下文件：

（1）定价工程量清单（附件 1 ）

（2）乙方人员名单（附件 2 ）

（3）施工现场机械设备清单和施工现场设备材料清单（附件 3）

Article 4 Responsibilities of Party A

条款四甲方责任

4.1 As per the stipulations in the Main Contract regarding the provision of the work site by the Employer to Party A, Party A shall provide Party B with the work site and the access road for smooth passage to the site during the construction period. The costs occurred due to temporary facilities and transportation for execution of the Subcontract Works shall be borne by Party B. Party B shall be responsible for the protection and storage of the delivered equipment and materials along with the completed works on the Site.

4.1 根据主合同中关于雇主向甲方提供工地的约定，甲方在施工期间应向乙方提供工地和进场通道，以保证其顺利通行。为实施分包工程而发生的临时设施和运输费用，由乙方承担。乙方负责对已交付的设备和材料以及已竣工的现场工程进行保护和保管。

4.2 Party A shall supervise and check Party B's actual progress, quality, and safety situation from time to time. Party A's supervision and inspection shall not relieve Party B from the responsibilities of completing the Subcontract Works according to the requirements in the Subcontract. Party A has the right to request Party B to remedy or rework the parts that fails to meet the standards or be proven as disqualified, or demand Party B to replace unqualified materials and equipment, or replace ineligible or incompetent personnel of Party B, including Party B's representative. If Party A demands the replacement of Party B's personnel, Party B shall send relevant successor in position within 14 days, and the handover time shall not be less than one month.

4.2 甲方不时对乙方的实际进度、质量、安全情况进行监督检查。甲方的监督检查不免除乙方按分包合同要求完成分包工程的责任。甲方有权要求乙方对不符合标准或被证明不合格的部件进行补救或返工，或要求乙方更换不合格的材料和设备，或更换乙方不合格或不称职的人员，包括乙方的代表。如甲方要求更换乙方人员，乙方应在 14 日内派出相关接班人到位，交接时间不少于 1 个月。

4.3 According to Party B's written request and plan, Party A shall organize communication and negotiation with respect to design, technology and construction between Party B and the Employer or its representative, and make arrangement for Party B to participate in the working meetings regarding the design and execution of various works interfaces organized by the Employer.

4.3 根据乙方的书面要求和计划，甲方应组织乙方与雇主或其代表就设计、技术、施工等方面进行沟通和协商，并安排乙方参加雇主组织的有关各种工程接口设计和执行的工作会议。

4.4 In the event of a standstill or suspension of works that are caused by the fault of the Party A, all costs are borne by Party A. In the event of a standstill or suspension of works that are caused by the fault of the Party B, all costs are borne by Party B. If the project is suspended or suffers losses due to the responsibility of the Employer or a third party during the construction process, both Parties are responsible for themselves.

4.4 如因甲方的过错造成停工或延工，所有费用由甲方承担；如因乙方的过错造成停工或延工，所有费用由乙方承担；如在施工过程中因雇主或第三方的责任造成停工或遭受损失，双方自行负责。

Article 5 Responsibilities of Party B

条款五 乙方责任

5.1 Abide the Subcontract, conscientiously execute and complete all the work contents of the Subcontract works according to the construction time, quality standards and norms according to the Contract (the Main Contract and to the Subcontract) and the instructions of the Employer or Party A.

5.1 遵守分包合同，按照合同（主合同和分包合同）规定的施工时间、质量标准和规范，以及雇主或甲方的指示，认真执行并完成分包工程的全部工作内容。

Party B is fully responsible for quality of the project, equipment and materials, the safety in construction and the timely completion of the project. If Party B is not able to or will be not able to complete Subcontract Works before the deadline specified in this Subcontract, Party A has the right to cancel this contract and nominate other third-party company as Party B to fulfil the rest part of the Subcontract Works. If rework is caused by Party B, the rework cost shall be borne by Party B. If the total cost of the remaining projects executed by the third-party company exceeds the amount of the remaining projects hereunder, the excess amount shall be borne by Party B.

乙方对工程质量、设备、材料、施工安全和工程的按时完成负全部责任。如果乙方不能或将不能在本分包合同规定的期限内完成分包工程，甲方有权取消本合同，并指定其他第三方公司作为乙方完成分包工程的其余部分。如因乙方原因造成返工，返工费用由乙方承担；如第三方公司执行的剩余项目总费用超过本合同规定的剩余项目金额，超出部分由乙方承担。

Pursue to Party A requirements, Party B shall submit detailed project management plan (including construction schedule, work Plan, quality control and safety control plans, supply Plan, and list of workers), as well as all other documents required by the laws and regulations of Republic of Serbia, within 10 days after signing the Subcontract. The plan shall be executed on Party A's approval.

根据甲方要求，乙方应在签订分包合同后 10 天内提交详细的项目管理计划（包括施工进度计划、工作计划、质量控制和安全控制计划、供货计划、工人名单），以及塞尔维亚共和国法律法规要求的所有其他文件。该计划应由甲方批准后执行。

Party B shall provide workers and equipment that meet the construction requirements（whether it is construction schedule or construction quality). If the on-site construction workers and equipment do not meet the construction requirements, Party A has the right to request Party B to increase workers and equipment.

乙方应提供符合施工要求的工人和设备（不论是施工进度还是施工质量）。如果现场施工人员和设备不能满足施工要求，甲方有权要求乙方增加施工人员和设备。

5.2 Party B should, in compliance with related provisions as stipulated in the Subcontract, take on all the responsibilities and obligations of Party A under the Main Contract relating to the Subcontract Works, as well as to all responsibilities and obligations of the Party A in accordance with applicable laws and regulations, and bear all the relevant risks and responsibilities. Party B shall be responsible for all the materials and work relating to the Subcontracted Works, construction of interfaces related to the construction and/or the Employer's requirement, warranty maintenance of the local part, relevant personnel training as requested by the Employer and/or required by the subcontracted works, cooperation

in the temporary operation and maintenance of Party B's own work in the warrant period. Party B shall bear all the costs and expenses in relation to the above mentioned. In the execution of the Subcontract Works, if Party B's behaviour or negligence causes Party A to breach the Main Contract, or if Party B breaches the Subcontract, Party B should compensate Party A for the losses thus incurred thereafter.

乙方应遵照分包合同规定的有关条款，承担甲方在主合同项下与分包工程有关的所有责任和义务，以及甲方在适用法律和法规下的所有责任和义务，并承担所有相关风险和责任。乙方应负责与分包工程有关的所有材料和工作，与施工和/或雇主要求有关的接口建设，当地部分的保修维护，雇主要求和/或分包工程要求的相关人员培训，在保修期内配合乙方工作的临时运行和维护。乙方应承担与上述有关的所有费用和开支。在分包工程实施过程中，如因乙方的行为或过失导致甲方违反主合同，或乙方违反分包合同，乙方应赔偿甲方此后的损失。

5.3 On the 28th of every month, Party B is obligated to submit to Party A next month's Work Progress Schedule and other forms and documents that may be required by Party A to ensure the completion of the Subcontract works as per Work Progress Schedule.

5.3 每月 28 日，乙方有义务向甲方提交下个月的工作进度表和甲方可能要求的其他表格和文件，以确保分包工程按工作进度表完成。

5.4 Party B is obligated to abide by the Serbian laws, comply with the administrative rules and regulations of local authorities regarding the traffic around the work site, construction noise, environmental protection and safety and civility in construction, as well as to any other applicable law or regulations in relation to the subcontract works.

5.4 乙方有义务遵守塞尔维亚法律，遵守当地政府关于工地周围交通、施工噪音、环境保护和施工安全文明的行政规章制度，以及与分包工程有关的任何其他适用法律或法规。

5.5 Party B is obligated to cooperate with and make it convenient for supervision and inspection of the Employer, the Employer's representative, and Party A. In the event of exceptional cases or accidents, Party B should immediately notify Party A while taking active and effective remedy measures.

5.5 乙方有义务配合并方便雇主、雇主代表和甲方的监督和检查，如遇特殊情况或事故，乙方应立即通知甲方，同时采取积极有效的补救措施。

5.6 Party B is obligated to provide and employ on the construction site such skilled and workers as is necessary for the proper and timely execution of the Subcontract. The Party B shall be responsible for the recruitment, transportation, training, and accommodation and catering of all employees and workers required for the execution of the Subcontract and for all payments in connection therewith. The Party B shall at all times during the progress of the Subcontract use its best endeavour to prevent any unlawful, riotous or disorderly conduct or behaviour by or among its employees and workers.

5.6 乙方有义务在施工现场提供和雇用适当和及时执行分包合同所需的技术工人和工人。乙方应负责执行分包合同所需的所有雇员和工人的招聘、运输、培训以及住宿和餐饮，并负责与此有关的所有款项。在分包合同执行过程中，乙方应随时尽力防止其雇员和工人的任何非法、暴乱或无序行为或行为。

5.7 Party B should be fully responsible for the safety in construction of the Subcontract works. Party B shall be obliged to undertake any safety measures on the Site in order to ensure the security of adjacent objects, works, equipment, devices, installations, workers, traffic, the environment and property. Accordingly,

Party B should set up a sound and necessary safety and security system to ensure personnel safety of its staff, local employees and workers and provide them with the safety equipment. It should commit itself to accident occurred and problems and damages arising from the accident. (The related losses caused by Party B, such as the Employer, Party A's personnel and property, etc. shall be borne by Party B).

5.7 乙方应全面负责分包工程的施工安全。乙方有义务在工地上采取任何安全措施，以确保邻近物体、工程、设备、装置、工人、交通、环境和财产的安全。因此，乙方应建立健全必要的安全保障制度，确保其工作人员、当地雇员和工人的人身安全，并为他们提供安全设备。乙方应承诺对所发生的事故及事故引起的问题和损失进行处理。(由乙方造成的雇主、甲方人员和财产等相关损失由乙方承担）。

5.8 The Value Added Tax amount calculated according to the related laws is not included in the Subcontract price. All taxes and fees (including salary tax and mandatory social contributions of Party B's personnel), exclusive of VAT shall be borne by Party B.

5.8 分包合同价款中不包括按有关法律规定计算的增值税额。不含增值税的所有税费（包括乙方人员的工资税和强制性社会保险费）均由乙方承担。

5.9 Party B should not assign the Subcontract Works to any third party without written approval of Party A.

5.9 未经甲方书面批准，乙方不得将分包工程转让给任何第三方。

5.10 During the execution of the subcontract, Party B shall actively cooperate with Party A with internal and external communication and coordination.

5.10 在执行分包合同期间，乙方应积极配合甲方进行内部和外部的沟通和协调。

5.11 Party B is obliged to assist party A, on a weekly basis, to filling out the construction log and construction book during construction works, records of construction process, and records of hidden works and retain image data.

5.11 乙方有义务每周协助甲方， 施工过程中填写施工日志和施工书，记录施工过程，记录隐蔽工程，留存影像资料。

5.12 Party B shall provide all test reports/inspection reports/measurement reports in the construction process, and the above-mentioned reports shall be provided by qualified utilities.

5.12 乙方应提供施工过程中的所有检测报告/检验报告/测量报告，上述报告应由有资质的公用事业单位提供。

5.13 Party B shall arrange the security personnel registered in the Railway Infrastructure of Serbia to protect the works undertaken by Party B, and Party B shall provide the safety protective equipment for on-site construction.

5.13 乙方应安排在塞铁注册的保安人员保护乙方所进行的工程，乙方应提供现场施工的安全防护设备。

5.14 If there are other additional or ancillary works within the scope of Party B's subcontracted works, Party B shall accept Party A's request for construction, and the price will be negotiated separately.

5.14 如乙方分包工程范围内有其他额外或附属工程，乙方应接受甲方的施工要求，价格另行协商。

5.15 If Party A needs to split this subcontract into a material procurement contract and a work subcontract,

Party B shall cooperate under the condition that the contract conditions and total contract price remain unchanged.

5.15 如果甲方需要将本分包合同拆分为物资采购合同和工程分包合同，在合同条件和合同总价不变的情况下，乙方应予以配合。

5.16 Party B is responsible for making the as-built documents and submitting to the Party A upon the completion of the subcontract work. The as-built documents prepared by the Party B must comply with the Planning and Construction law of Serbia, Design Specifications, Requirements of the Serbian Railways and of the Ministry of Construction, Transportation and Infrastructure, and be submitted to Party A in English and Serbian version, tentatively seven hard copies in Serbian and two copies in English (soft copy must be submitted together with document format of PDF, docx, xlsx, DWG) . The signer of the completion technical documents must have corresponding qualifications, who is responsible for the authenticity and compliance of the submitted information. Besides, Party B will provide two additional sets in Serbian version of temporary As-built documents.

5.16 乙方负责制作竣工文件，并在分包工程完工后提交给甲方。乙方编制的竣工文件必须符合塞尔维亚规划和建设法、设计规范、塞尔维亚铁路和建设、交通和基础设施部的要求，并向甲方提交英文和塞尔维亚文版本，暂定 7 份塞尔维亚文硬拷贝和 2 份英文硬拷贝（软拷贝必须以 PDF、docx、xlsx、DWG 等文件格式一起提交）。竣工技术文件的签字人必须具有相应的资质，对所提交资料的真实性和合规性负责。另外，乙方还将提供两套塞尔维亚语版本的临时竣工文件。

5.17 Party B guaranties that they have all licenses that are required for the subcontract works and fourteen materials that are requested by Railway Infrastructure of Serbia. If Party B doesn't have any material mentioned above, Party A will have the right to terminate this agreement based on this fact.

5.17 乙方保证拥有分包工程所需的所有许可证和塞铁要求的十四项材料。如果乙方没有上述的任何材料，甲方将有权根据这一事实终止本协议。

5.18 Party B shall be responsible for:

(a) dismantling existing equipment and reconnecting cables for power suply of temporary equipment during a planned interruption (excavation of cable trough, cable joints, cable connection, etc.);

(b) coordinating issues of design drawings;

(c) correcting or replacing equipment parts free of charge in case of any change caused by different equipment interfaces or inconsistency between drawings and the situation on site;

(d) cooperating with the electrical engineer to request the approvals from supervisor Railway Infrastructure of Serbia for the materials;

(e) requesting the attendance of supervisor for a factory acceptance before the purchasing of equipment;

(f) cooperating with the electrical tests and grounding tests, and performing the correction immediately if the results are unsatisfying;

(g) wrapping the cable of distribution box with white iron sheet to match the indoor decoration.

The materials and equipment purchased by Party B shall comply with EU standards or Serbian standards.

5.18 乙方应负责：

(a) 既有设备拆除电源倒接（电缆开挖、电缆接头、电缆连接等工作）；

(b) 协调设计图纸相关问题；

(c) 在负责设备接口或与工程现场不匹配等原因引起的设备零部件变更时，予以免费修正或更换；

(d) 配合电力工程师将原材料报验监理及塞铁；

(e) 设备采购前通知监理设备厂验；

(f) 负责配合电气试验及接地试验，如不合格需立即整改；

(g) 负责配电箱电缆进行白色铁皮包封施工，保证现场工艺美观。

乙方采购的材料和设备应符合欧盟标准或塞尔维亚标准。

5.19 Other responsibilities

All materials and equipment provided by Party B are guaranteed for two years after the acceptance.

5.19 其他责任

乙方提供的所有材料和设备质保期为两年（从验收日起）。

Article 6 Construction Period, Defect Liability Period

条款六 工期、缺陷责任期

6.1 Party B shall make a corresponding dynamic plan according to Party A's construction nodes. Party B promises to complete the subcontracted works and all the commissioning and acceptance work before January 31st, 2024, and cooperate with the Railway Infrastructure of Serbia for the final commissioning and acceptance work before the facilities are put into use. In case of any change in the construction period due to unforeseen causes, both Parties shall negotiate for a solution.

6.1 乙方应根据甲方的施工节点，制定相应的动态计划。乙方承诺在 2024 年 1 月 31 日前完成分包工程以及所有的调试和验收工作并于开通前协助塞铁进行最终的调试和验收。如因不可预见的原因导致工期变化，双方应协商解决。

Party B shall start the subcontracting work within 7 days after Party A issues the official start-of-work notice.

乙方应在甲方发出正式开工通知后 7 天内开始分包工作。

Party B shall commence and complete the Subcontract Works according to the Construction Schedule which is approved by Party A. The extension of construction period shall conform to the relevant terms and conditions defined in the Main Contract and shall be approved by the Employer or its representative and Party A. If the Party B becomes aware that a delay in the performance of the Subcontracted Works within the agreed term is possible or certain, it shall notify the Party A accordingly and shall exert all reasonable efforts to prevent the delay, i.e., it shall propose measures for remedying the consequences and reorganizing the dynamics in the performance of the Subcontracted Works. In the case of a delay in the

fulfillment of the Subcontracted Works within the agreed term, which delay is caused by Party B's fault, the Party B shall be obliged to undertake, at its own expense, all reasonable measures in order to rectify the consequences of the delay.

乙方应按照甲方批准的施工进度表开始并完成分包工程，施工期的延长应符合主合同中规定的有关条款，并应得到雇主或其代表和甲方的批准。如果乙方意识到有可能或肯定会在约定期限内延迟履行分包工程，则应相应通知甲方，并应尽一切合理努力防止延迟，即提出补救措施，重新组织履行分包工程的动态计划。如果在约定的期限内分包工程的完成出现延误，而这种延误是由乙方的过错造成的，则乙方有义务自费采取一切合理措施，以补偿延误产生的后果。

The Party A is entitled to charge the Party B the amount of 0.025% of the Subcontract Price as liquidated damage for each day of delay in the fulfillment of the assigned obligations, up to a maximum amount of such liquidated damage of 5 % of the Subcontract Price.

每延迟一天，甲方有权向乙方收取分包合同价的 0.025%，作为履行指定义务的违约金，该违约金的最高数额为分包合同价的 5%。

6.2. The Party B shall be responsible for the deficiencies in the performed works and delivered goods for a period of 12 months from the acceptance of the works, i.e., 12 months from the receipt of the Taking over Certificate (Defects Liability Period). The warranty period is executed in accordance with the reasonable service life specified in the Subcontract and the Serbian national laws and regulations, industry regulations and design documents.

6.2. 乙方应对已完成的工程和已交付的货物的缺陷负责，期限为工程验收后的 12 个月，即收到接收证书后的 12 个月（缺陷责任期）。保修期按照分包合同中规定的合理使用寿命和塞尔维亚国家法律法规、行业规定和设计文件执行。

Any deficiency in the fulfillment of the subcontracted works shall be rectified by the Party B at its own expense. The Party B shall be free to choose the manner approved by Party A for rectifying the deficiency.

乙方在完成分包工程中的任何不足之处，应由乙方自行整改，费用自理。乙方可自由选择甲方认可的方式进行整改。

The Party B shall, within the defect liability period, assume the same defects liability as stipulated in the Main Contract for the works that has already been delivered for use. During the defect liability period, the Party B shall not only complete the unfinished work listed in the taking-over certificate, but shall also repair any defects that may occur at the Party B's expense for defects caused by the Party B.

乙方应在缺陷责任期内，对已交付使用的工程承担与主合同规定相同的缺陷责任。在缺陷责任期内，乙方不仅应完成接收证书中所列的未完成的工程，而且应修复可能发生的由乙方造成的缺陷，费用由乙方承担。

During the defect liability period, the Serbia Railways shall be responsible for the daily maintenance of the works that has already been delivered for use. If, during use, the Serbia Railways finds that there are new defects in the received works caused by the Party B or that the repaired defective parts or components are damaged again, the Party B shall be responsible for repairing them until they pass the inspection.

在缺陷责任期内，塞铁将负责对已交付使用的工程进行日常维护。如果在使用过程中，塞铁发现所接收的工程中存在由乙方造成的新的缺陷，或已修复缺陷的部件或零件再次损坏，乙方应负责修复，直至通过检验。

To meet the requirements for the correct implementation of the subcontracted works or the completion of the repair of defects therein, the Party A may provide supplementary Design documentation and notices within the scope of the Subcontract, which shall be unconditionally accepted and executed by Party B upon mutual agreement between the Party A and the Party B.

为满足正确实施分包工程或完成其中缺陷修复的要求，甲方可在分包合同范围内提供补充设计文件和通知，经甲方和乙方共同商定，乙方应无条件接受并执行。

The Party A and the Party B shall jointly ascertain the cause of defects and/or damages. If it is caused by the Party B, the Party B shall bear the cost of repair and inspection. If it is not caused by the Party B, the Party A shall negotiate with the Employer regarding the costs of inspection and repair, and shall pay the Party B reasonable costs after obtaining the relevant costs of the Employer.

甲方和乙方应共同查明缺陷和/或损坏的原因。如果是由乙方造成的，乙方应承担维修和检查的费用。非乙方原因造成的，甲方应与雇主就检查和维修费用进行协商，并在取得雇主的有关费用后向乙方支付合理费用。

Extension of defect liability period

缺陷责任期的延长

If the defects liability period is extended in accordance with the Main Contract, the Party A shall have the right to request the Party B to extend the defects liability period, but the extension shall not exceed the extension of defects liability period under the Main Contract.

如因主合同规定需延长缺陷责任期，甲方有权要求乙方延长缺陷责任期，但延长的时间不得超过主合同规定的缺陷责任期。

6.3 In case of the failure of the Party B to fulfill the obligations during the Defect Liability Period, the Party A shall be entitled to rectify the deficiencies itself or by engaging a third party at the expense of the Party B and retain Retention money, but only in the amount of damage occurred and it obliges to return the difference to Party B upon expiry of Defect Liability Period. In case of the failure of the Party B to fulfill the obligations during the defect liability period, Party A has the right to use the Performance guarantee.

6.3 乙方在缺陷责任期内未履行义务的，甲方有权自行或委托第三方进行整改，费用由乙方承担，并保留质保金，但仅限于发生损失的金额，并有义务在缺陷责任期满后将差额返还给乙方。如乙方在缺陷责任期内未履行义务，甲方有权使用履约担保。

If the Party B fails to fulfill the defects liability upon the expiration of the defect liability period, the Party A shall have the right to withhold the balance of the retention money corresponding to the amount required for the remaining work, and shall have the right, as agreed above, to request the extension of the defect liability period until the completion of the remaining works.

如果乙方在缺陷责任期满后未能履行缺陷责任，甲方有权扣留与剩余工程所需金额相对应的质保金余额，并有权按上述约定要求延长缺陷责任期，直至剩余工程完工。

Party A shall be entitled to retain 5% of the Accepted Subcontract Amount as warranty for the performance of above-mentioned works, until the end of the defect liability period. Retention money shall be 5% of the Subcontract price. The Party A shall, starting from the first payment period, deduct from each payment period 5% of the Contract payment amount of each period corresponding to the payment certificate for the

completed works, till the total retention money amount withheld reaches the agreed amount or proportion. The calculated amount of retention money does not include the payment of advance payment and the amount of deduction. The retention money shall bear no interest.

甲方有权保留双方接受的分包合同金额的 5%作为上述工程的质保金，直至缺陷责任期结束。质保金应为分包合同价的 5%。甲方应从第一期付款开始，从每期付款中扣除已完成工程付款证书所对应的每期合同付款额的 5%，直至扣留的质保金总额达到约定的数额或比例。计算出的质保金金额不包括预付款和扣除的金额。质保金不计利息。

After issuing the Taking Over Certificate for Subcontract Works, Party B has the right to exchange Retention Money with bank guarantee securing removal of defects in the warranty period. The submitted bank guarantee for defects in the warranty period should be in the amount of 5% of the Accepted Contract Amount with validity term 28 days longer than the defect liability period. After delivering the mentioned guarantee, Party A has the obligation to return Retention Money to Party B.

在签发分包工程接收证书后，乙方有权用保证在保修期内消除缺陷的银行保函来交换质保金。所提交的保质期内缺陷的银行保函的金额应为双方接受的合同金额的 5%，有效期比缺陷责任期长 28 天。交付上述担保后，甲方有义务将质保金返还给乙方。

The bank guarantee described in this Article must have a clause that it is irrevocable, unconditional and payable at first call without objection according to the international rules URDG 758.

本条所述的银行担保必须有一个条款，即根据国际规则 URDG 758，是不可撤销且无条件的，并可在第一时间强制支付。

Article 7 Subcontract price and Payment terms

条款七 分包价格和付款条件

7.1 This contract is a lump sum contract, the tentative contract amount is 51272556.22RSD, and the final settlement of the project quantity is based on the construction drawings and on-site acceptance of actual performed subcontract works. The price of the subcontract includes all the obligations of Party B under this contract, that is, the construction machinery, equipment, materials and losses, labour, installation, completion acceptance and Engineering survey, testing, debugging, and defect repair required to complete the contract project in accordance with the engineering standards, quality and safety inspection, safety protection cost, management cost, temporary and transitional engineering cost, engineering maintenance cost, insurance cost, profit, and other costs. The Subcontract Price shall be in RSD.

7.1 本合同为总价合同，暂定合同金额为 51272556.22RSD，工程量的最终结算以施工图纸和实际执行的分包工程的现场验收为准。 分包合同价款包括乙方在本合同项下的所有义务，即按照工程标准完成合同项目所需的施工机械、设备、材料及损耗、人工、安装、竣工验收及工程勘察、检测、调试、缺陷修复等费用，质量安全检查费、安全防护费、管理费、临时及过渡性工程费、工程维修费、保险费、利润及其他费用。分包价格应以第纳尔为单位。

7.2 The unit prices of various items in the Subcontract Works are corresponding unit prices specified in the Article 3 (See attached Appendix 1, The Priced Bill of Quantities), Payment shall be calculated at the unit price in the attached Appendix 1. Items included in the construction drawing design documents but not reflected in the "The Priced Bill of Quantities" in Appendix 1 are deemed to have been included in

other items in the "The Priced Bill of Quantities" in Appendix 1.

7.2 分包工程中各项目单价为条款三规定的相应单价（见附件 1《已标价工程量清单》），付款应按附件 1 中的单价计算。施工图设计文件中包含但未在附录 1《已标价工程量清单》中体现的项目，视为附录 1《已标价工程量清单》的其他项目。

7.3 Party B shall, before the 15th day of each month, provide Party A with the list of contents of the project completed in the current month (in the form provided by Party A), which shall be confirmed by Party A. Party A confirms the content of the project completed by Party B, After Party B provides Party A with a payment certificate that complies with local regulations. Interim / Final Payment Certificate shall be formed on a monthly basis according to achieved progress of works and unit prices from the Priced Bill of Quantities, which represents Appendix 1.

7.3 乙方应在每月 15 日前向甲方提供当月完成的工程内容清单（以甲方提供的格式），经甲方确认后，甲方确认乙方完成的工程内容后，乙方向甲方提供符合当地规定的付款证书。期中/最终付款证书应根据已实现的工程进度和代表附录 1 的已标价工程量清单的单价按月形成。

The Party A after the submission of the Interim and/or Final Payment Certificate, will perform control within 14 days, whether the Interim and/or Final Payment Certificate is issued in accordance with the performed works and other conditions of this Agreement. If Interim and/or Final Payment Certificate are not compatible with the performed works and other conditions of this Agreement the Party A may object and return it to the Party B for correction.

甲方在提交期中和/或最终付款证书后，将在 14 天内对期中和/或最终付款证书是否符合已完成的工作和本协议的其他条件进行控制。如果期中和/或最终付款证书不符合已完成的工作和本协议的其他条件，甲方可以提出异议并将其退回给乙方进行修改。

Party B shall provide invoices in compliance with local laws and regulations based on the payment certificate confirmed by both parties; Party A shall pay Party B within 45 days after receiving the invoice.

乙方应根据双方确认的付款证明，提供符合当地法律法规的发票；甲方应在收到发票后 45 天内向乙方付款。

If the work done by Party B does not meet the contract, design or acceptance requirements, the payment can be temporarily deducted for this part of the cost, and this part of the cost will not be calculated and paid until the part of the work is completed and meets the requirements.

如果乙方所做的工作不符合合同、设计或验收要求，可暂时扣减这部分费用的支付，待该部分工作完成并符合要求后再计算和支付这部分费用。

If Party B fails to perform work or perform its obligations in accordance with the contract, and Party A has notified the Party B, it can withhold the value of the work or obligation until the work or obligation is performed.

在甲方已通知乙方的情况下，如果乙方未能按照合同规定进行施工或履行义务，可以扣留该部分工程或义务的金额，直到施工完成或义务得到履行。

7.4 Party B shall provide Party A with the performance guarantee within 10 days after signing the subcontract. Performance guarantee should be in the amount of 10% of the Accepted Subcontract Amount with validity term 28 days longer than the completion of the project as agreed in this Subcontract.

7.4 乙方应在签订分包合同后 10 天内向甲方提供履约担保。履约担保的金额应为双方接受的分包金额的 10%，有效期比本分包合同约定的工程竣工时间长 28 天。

7.5 If Party B needs prepayment, Party B shall provide the advance payment guarantee to party A within 3 days after signing the subcontract. The amount of advance payment guarantee shall be 30% of the contract amount, and the term of validity shall be 28 days longer than the agreed term of acceptance for subcontracted works. Upon receipt of the advance payment guarantee, party A shall provide party B with 30% advance payment of the contract amount. The advance payment for the subcontract works will be deducted from the progress payment, and 30% of the bill amount will be deducted from each interim payment certificate until all the advance payment is deducted. Before the acceptance certificate of subcontracted works is issued, when the contract is terminated due to force majeure or other reasons, if the advance payment has not been deducted, the balance of the advance payment that has not been deducted shall be refunded by Party B. Whether or not the actual completed project is consistent with the contract list, the remaining advance payment will be deducted from the last payment. If Party B does not require advance payment, please ignore this clause.

7.5 如乙方需要预付款，乙方应在签订分包合同后 3 天内向甲方提供预付款担保。预付款保函的金额为合同金额的 30%，有效期比约定的分包工程验收期限长 28 天。甲方在收到预付款担保后，应向乙方提供合同金额 30%的预付款。分包工程的预付款将从进度款中扣除，并在每张中期付款证书中扣除 30%的账单金额，直至扣除全部预付款。在分包工程验收证书签发前，因不可抗力或其他原因导致合同终止时，如未扣除预付款，未扣除的预付款余额由乙方退还。无论实际完成的项目是否与合同清单一致，剩余的预付款将从最后一次付款中扣除。如乙方不要求预付款，请忽略此条款。

7.6 Performance guarantee must be irrevocable.

7.6 履约担保必须是不可撤消的。

7.7 All bank guarantees described in this Article must have a clause that it is irrevocable, unconditional, and payable at first call without objection according to the international rules URDG 758.

7.7 本条所述的所有银行担保必须有一个条款，即根据国际规则 URDG 758，是不可撤销且无条件的，并可在第一时间强制支付。

Article 8 Variation and Compensation claim

条款八 变更及索赔

8.1 Terms of contract variation:

8.1 合同条款变更：

In case of variation in the Main Contract, the corresponding part of the subcontract shall vary accordingly.

如果主合同发生变化，分包合同的相应部分也应相应变化。

8.2 Any changes made by Party B on the subcontracted works shall meet the relevant stipulations in the Main Contract

8.2 乙方对分包工程所做的任何改动都应符合主合同的有关规定。

In case of adjustment of price of the Main Contract or the change of construction period of Main Contract works, the Subcontract price or construction period shall be adjusted accordingly in the light of the adjustment of the price and the construction period made in the Main Contract.

主合同价格调整或主合同工程工期变更时，分包合同价格或工期应根据主合同价格和工期的调整情况作相应调整。

8.3 If claim for compensation occur within the scope of subcontracted works and the claim has granted by the Employer through joint efforts of Party A and Party B, the Parties agree to claim for compensation from the Employer in proportion to the actual costs.

8.3 如果索赔发生在分包工程范围内，并且通过甲方和乙方的共同努力得到了雇主的批准，双方同意按实际费用比例向雇主索赔。

8.4 For issues of variation, price adjustment, compensation claim or extension of construction period, Party B shall do a good job of basic data collection, arrangement and archive keeping and submit them to Party A as required.

8.4 对于变更、调价、索赔或延长工期等问题，乙方应做好基础资料的收集、整理和档案保管工作，并按要求提交给甲方。

Article 9 Standard specifications, Final acceptance, and Quality guarantee

条款九 标准规范、最终验收和质量保证

9.1 The engineering standards and specifications related to the main contract works as stipulated in the Main Contract are applicable to the Subcontract works. If Party B proposed to adopt other applicable standards or specifications, it should, through Party A, obtain approval of the Employer beforehand.

9.1 主合同中规定的与主合同工程有关的工程标准和规范适用于分包工程。如乙方拟采用其他适用的标准或规范，应事先通过甲方征得雇主的同意。

9.2 Party B shall make a good preparation for the final acceptance as required by Party A. Party B shall present a complete set of completion documents with a submitted to Party A. For Final acceptance for completion of the subcontracted works, the certificate of Final acceptance for the subcontracted works issued by the Employer to Party A.

9.2 乙方应按甲方要求做好最终验收的准备工作，乙方应向甲方提交一套完整的竣工文件。对于分包工程竣工的最终验收，由雇主向甲方出具分包工程的最终验收证明。

Article 10 Site Clearance

条款十 场地清理

10.1 In the course of carrying out the Subcontract, the Party B shall keep the construction site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage,

rubbish or temporary works from the construction site, and remove any Party B's Equipment no longer required for execution of the Subcontract.

10.1 在执行分包合同的过程中，乙方应保持施工现场合理地无任何不必要的障碍物，储存或清除任何剩余材料，清理施工现场的任何残骸、垃圾或临时工程，并清除执行分包合同不再需要的乙方设备。

10.2 After Completion of all works under this Subcontract, the Party B shall clear away and remove all its wreckage, rubbish, and debris of any kind from the construction site, and shall leave the construction site in a clean and safe condition.

10.2 本分包合同项下的所有工程完成后，乙方应将其所有的残骸、垃圾和任何形式的杂物清理出施工现场，并使施工现场处于清洁和安全状态。

Article 11 Force Majeure

条款十一 不可抗力

11.1 "Force Majeure" shall mean any event beyond the reasonable control of the Party A or of the Party B, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

11.1 "不可抗力"是指超出甲方或乙方（视情况而定）合理控制的任何事件，尽管受影响的一方合理注意，但仍未避免，包括但不限于以下内容：

(a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war;

(a) 战争、敌对行动或好战行动(无论是否已宣布进入战争状态)、入侵、外国敌人的行为、内战；

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, terrorist acts;

(b) 叛乱、革命、暴动、兵变、篡夺民事或军事政府、阴谋、暴动、内乱、恐怖主义行为；

(c) confiscation, nationalization, mobilization, commandeering, or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;

(c) 任何政府、法律上或事实上的当局或统治者的没收、国有化、动员、征用或征用，或任何地方州或国家政府当局的任何其他行为或不作为；

(d) strike, sabotage, embargo, import restriction, port congestion, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, plague;

(d) 罢工、破坏、禁运、进口限制、港口拥堵、劳资纠纷、沉船事故、电力供应短缺或限制、流行病、检疫、瘟疫；

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster.

(e) (地震、滑坡、火山活动、火灾、洪水或洪涝、涨潮、台风或旋风、飓风、风暴、闪电或其他恶劣天气状况、核电和压力波、或其他自然或物理灾害。

11.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Subcontract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within three (3) days after the occurrence of such event.

11.2 如果任何一方因不可抗力事件而被阻止、妨碍或延迟履行其在分包合同下的任何义务，则应在该事件发生后三（3）天内书面通知对方该事件的发生及其情况。

11.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Subcontract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed.

11.3 只要有关的不可抗力事件继续存在，并在该方的履行被阻止、妨碍或拖延的情况下，发出上述通知的一方应被免除履行或准时履行其在分包合同下的义务。

11.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Subcontract and to fulfil its or their obligations under the Subcontract, but without prejudice to either party's right to terminate the Subcontract.

11.4 受不可抗力事件影响的一方或双方应尽合理努力减轻其对分包合同履行的影响，并履行其在分包合同下的义务，但不影响任何一方终止分包合同的权利。

11.5 No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall:

11.5 本协议任何一方因发生任何不可抗力事件而造成的延迟或不履行，均不得：

(a) constitute a default or breach of the Subcontract; or

(a) 构成对分包合同的违约或违反；或

(b) give rise to any claim for damages or additional cost or expense occasioned thereby.

(b) 引起对由此引起的损害或额外成本或费用的任何索赔。

if the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

如果这种延迟或不履行是由发生不可抗力事件所引起。

11.6 If the performance of the Subcontract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Subcontract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Subcontract by giving a notice to the other.

11.6 如果在分包合同有效期内，由于一个或多个不可抗力事件，分包合同的履行受到严重阻碍、妨碍或延误，单次超过六十（60）天或累计超过一百二十（120）天，双方将试图制定一个双方都满意的解决方案，否则，任何一方可向对方发出通知，终止分包合同。

Article 12 Responsibilities for breach of Contract

条款十二 违约责任

12.1 Breach of the Contract

12.1 违约

12.1.1 In case Party A does not honour the Subcontract or does not fulfil its obligations as stipulated in the Subcontract, Party A shall be liable for breach of Contract and shall compensate Party B for its economic losses due to the breach.

12.1.1 甲方不履行分包合同或不履行分包合同规定的义务的，甲方应承担违约责任，并赔偿乙方因违约造成的经济损失。

12.1.2 In case Party B does not fulfil its obligations specified in the Subcontract or does not fulfil subcontract-specified obligations, Party B shall be liable for breach of the Contract and shall compensate Party A for its economic losses due to the breach.

12.1.2 如果乙方不履行分包合同规定的义务或不履行分包合同规定的义务，乙方应承担违约责任，并应赔偿甲方因违约造成的经济损失。

12.2 In case the breach of Subcontract due to default of Party B has caused breach of contract as Party A to the Employer which results in punishment on Party A imposed by the Employer, Party B shall bear the loss suffered by Party A as punishment imposed by the Employer.

12.2 如因乙方违约造成甲方对雇主的违约，导致雇主对甲方的处罚，则乙方应承担甲方因雇主的处罚而遭受的损失。

12.3 None of the parties shall be responsible for any special, incidental, indirect, consequential loss (including but not limited to Loss of profits or income, business opportunities or business relations damage, data loss) because of this Contract or related to this Contract.

12.3 由于本合同或与本合同有关的任何特殊的、偶然的、间接的、后果性的损失（包括但不限于利润或收入的损失、商业机会或商业关系的损害、数据损失），任何一方均不承担责任。

12.4 If Party B's fault causes damage to the project, materials, engineering equipment, and public facilities, Party B shall bear the repair costs.

12.4 如因乙方的过错造成项目、材料、工程设备、公共设施的损坏，乙方应承担维修费用。

12.5 If Party B fails to take safety production measures as required by the regulations or there are hidden dangers in production safety, it shall immediately rectify. Party A issued a written instruction requesting rectification, and Party A has the right to impose penalties on Party B if the rectification content is not rectified or the rectification is not in place.

12.5 乙方未按规定采取安全生产措施或者存在安全生产隐患的，应当立即整改。甲方发出书面指令要求整改，对整改内容不整改或整改不到位的，甲方有权对乙方进行处罚。

12.6 In the event of the following breach of contract by Party B, Party A may notify Party B to terminate the contract immediately. After the contract is terminated, Party A may send personnel to the site, organize

additional personnel, or entrust other contractors to construct. However, this action of Party A does not exempt Party B's liability for breach of contract, nor does it affect Party A's right to claim in accordance with the contract.

12.6 乙方发生以下违约行为时，甲方可通知乙方立即终止合同。合同终止后，甲方可派人到现场，组织补充人员，或委托其他施工单位进行施工。但甲方的这一行为并不能免除乙方的违约责任，也不影响甲方按照合同规定的索赔权利。

12.6.1 Party B privately transfers all or part of the contract's rights to another person, or privately transfers all or part of the contract's obligations to another person;

12.6.1 乙方私自将合同的全部或部分权利转让给另一人，或私自将合同的全部或部分义务转让给另一人；

12.6.2 Party B uses unqualified materials or engineering equipment, and the quality of the engineering fails to meet the standard requirements, and refuses to remove the unqualified engineering;

12.6.2 乙方使用不合格的材料或工程设备，且工程质量达不到标准要求，拒绝拆除不合格的工程；

12.6.3 During the warranty period, Party B fails to repair the content of the defect list listed in the project acceptance certificate or the defects that occurred during the warranty period, and refuses to repair it according to the instructions of Party A;

12.6.3 保修期内，乙方对工程验收证书中所列的缺陷清单内容或保修期内发生的缺陷未予修复，并拒绝按甲方的指示进行修复；

12.6.4 Party B is unable to continue to perform or expressly indicates that it will not perform or has substantially stopped performing the contract;

12.6.4 乙方不能继续履行或明确表示不履行或已实质上停止履行合同；

12.6.5 Other situations where Party B does not perform its obligations as agreed in the contract;

12.6.5 乙方不按合同约定履行其义务的其他情况；

12.7 After the termination of the contract, Party A assesses the value of the work completed by Party B, suspends all payments to Party B, and checks all payments and deducted amounts, including the liquidated damages that Party B should pay.

12.7 合同终止后，甲方对乙方完成的工作价值进行评估，暂停向乙方支付所有款项，并检查所有付款和扣除的金额，包括乙方应支付的违约金。

12.8 After the termination of the contract, Party A claims to Party B for the losses caused to Party A due to the termination of the contract. After the parties to the contract confirm the above-mentioned balances, they will issue a final settlement certificate to settle all contractual payments.

12.8 合同终止后，甲方就因合同终止给甲方造成的损失向乙方索赔。合同双方确认上述余额后，将出具最终结算证明，结算所有合同款项。

12.9 If Party A and Party B fail to reach an agreement on the settlement after the termination of the contract and a dispute arises, the dispute shall be settled as agreed in the contract.

12.9 如果甲方和乙方在合同终止后未能达成和解协议，出现争议，应按合同约定解决争议。

Article 13 Solution to disputes and Applicable laws

条款十三 争议解决及适用法律

13.1 In case of dispute in the course of executing the Subcontract, the two parties shall consult each other in a friendly manner. In case of failure in the mutual consultation, any of the two parties can bring the case to in accordance with the arbitration regulations. The arbitration venue is the Chamber of Commerce and Industry of Serbia. The arbitration is final and binding for both parties. The arbitration cost shall be borne by the party who lost the case. During the arbitration, both parties shall respectively fulfil their obligations and responsibilities according to the Subcontract.

13.1 在执行分包合同的过程中，如果发生争议，双方应以友好的方式进行协商。如果相互协商失败，双方中的任何一方都可以根据仲裁条例将案件提交。仲裁地点为塞尔维亚工商会。仲裁是最终手段，对双方都有约束力。仲裁费用由败诉的一方承担。在仲裁期间，双方应根据分包合同分别履行其义务和责任。

13.2 The Serbia laws are applicable to establishment, effectiveness, explanation, execution, and resolution of dispute related to the Subcontract.

13.2 塞尔维亚法律适用于分包合同的建立、生效、解释、执行和争端的解决。

Article 14 Validity, Cancellation and Termination of the Subcontract

条款十四 分包合同的生效、解除和终止

14.1 The Subcontract takes effect from the date when the Subcontract is signed by authorized signatories of both parties, stamped with both corporate seals. This subcontract will be terminated on the completion of both parties' obligations and responsibilities fulfillment.

14.1 本分包合同自双方授权签字人签署分包合同并加盖双方公司印章之日起生效。本分包合同将在双方义务和责任履行完毕后终止。

14.2 The Subcontract shall be canceled or terminated under the following circumstances:

14.2 在下列情况下，分包合同应被取消或终止：

(1) The Subcontract becomes impossible to be executed due to force majeure;

(1) 分包合同因不可抗力而无法执行；

(2) The Main Contract is canceled;

(2) 主合同被取消；

(3) Both Parties agree to cancel the Subcontract.

(3) 双方同意取消分包合同。

In the event of the above mentioned 3 cases, the two parties shall consult each other for a solution.

如果出现上述三种情况，双方应协商解决。

Article 15 Notices

条款十五 通知

15.1 All notifications, requests, instructions, documents, and any other type of communication between the parties hereto shall be made in accordance with the contact details (contact person, suitable address/e-mail address, phone number), as follows:

15.1 所有的通知、请求、指示、文件以及本协议双方之间的任何其他类型的沟通都应按照以下的联系方式（联系人、合适的地址/电子邮件地址、电话号码）进行：

Party A's address for notice purposes:

甲方用于通知的地址：

Contact person: Liu Yuzhuang or Wang Yu

联系人：刘育壮或王宇

Address: Jurija Gagarina 20 z, apt. number 59, Novi Beograd, Serbia

地址：Jurija Gagarina 20 z, apt. number 59, Novi Beograd, Serbia

E-mail：240196167@qq.com(Liu Yuzhuang) or wangyu2211@crcebg.com(Wang Yu)

邮箱：240196167@qq.com（刘育壮）或 wangyu2211@crcebg.com（王宇）

Phone: +381668889600(Liu Yuzhuang) or +381668889595(Wang Yu)

联系电话：+381668889600（刘育壮）或+381668889595（王宇）

Party B's address for notice purposes:

乙方用于通知的地址：

Contact person: Slobodan Jaćimovski

联系人：Slobodan Jaćimovski

Address: Vojvode Knićanina no. 4, Vršac

地址：Vojvode Knićanina no. 4, Vršac

E-mail: office@elektrometal.rs

邮箱：office@elektrometal.rs

Phone: +381114155120

联系电话：+381114155120

15.2 All notifications, requests, instructions, documents, and any other type of communication between the parties hereto shall be made in writing, except short notices and other communication not connected with the fulfillment of essential obligations from this Contract, including, but not limited to scheduling meetings between the parties.

15.2 本合同双方的所有通知、要求、指示、文件和任何其他类型的沟通都应以书面形式进行，但与履行本合同的基本义务无关的简短通知和其他沟通除外，包括但不限于双方之间的会议安排。

15.3 It shall be deemed that the notification and any other type of communication has been delivered to the other Party:

15.3 应被视为通知和任何其他类型的通信已传达另一方的情况：

(a) in case of delivery by registered mail or courier, in the moment of singing the delivery receipt; or

(a) 如果通过挂号信或邮寄发送，在签署收据后；或

(b) in case of sending by e-mail, in the moment when the subject e-mail message appears in the inbox of the e-mail recipient.

(b) 如果通过电子邮件发送，当主题电子邮件信息出现在电子邮件收件人的收件箱时。

15.4 In case the receipt of the notification in the manner referred to in the previous paragraph occurs after 05.00pm during a business day (Monday-Friday), bearing in mind the time zone applicable in the Republic of Serbia, or on the day considered as non-business day in accordance with the regulations applicable in the Republic of Serbia, it shall be deemed to be received on the first next business day at 09.00am.

15.4 如果在工作日（周一至周五）下午 5 点之后收到前段所述的通知，考虑到塞尔维亚共和国适用的时区，或者根据塞尔维亚共和国适用的规定被视为非工作天，则应被视为在下一个工作天上午 9 点收到。

15.5 In case of change of contact details referred to in the paragraph 15.1, the party whose contact details have been changed is obliged to inform the other party regarding such change the next business day the latest.

15.5 如果第 15.1 段中提到的联系方式发生修改，修改联系方式的一方有义务最迟在下一个工作日将新联系方式通知对方。

Article 16 Language

条款十六 语言

16.1 All Subcontract Documents, all correspondence, and communications to be given, and all other documentation to be prepared and supplied under the Subcontract shall be written in English and Serbian, and the Subcontract shall be construed and interpreted in accordance with English.

16.1 所有分包合同文件、所有信函和将要发出的通信以及根据分包合同准备和提供的所有其他文件均应以英语和塞尔维亚语书写，分包合同应按英语解释和说明。

16.2 If any of the Subcontract Documents, correspondence or communications are prepared in any language other than the governing language under paragraph 16.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

16.2 如果任何分包合同文件、信函或通知是以上述第 16.1 段规定的语言以外的任何语言编写的，在解释问题上应以这些文件、信函或通讯的英文译本为准。

Article 17 Confidential Information

条款十七 信息保密

17.1 The Party A and the Party B shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Subcontract regardless of whether such information has been furnished prior to, during or following termination of the Subcontract.

17.1 甲方和乙方应保密，未经本合同另一方书面同意，不得向任何第三方泄露本合同另一方直接或间接提供的与分包合同有关的任何文件、数据或其他信息，无论在分包合同终止之前、期间还是之后。

17.2 17.2 The Subcontract is confidential to any third party. Without consent in writing by Party A, Party B should not disclose the design documents or shop drawing to any third party. Without Party A`s consent in writing, Party B should not disclose any documents or materials related to the Main Contract and the Subcontract to any third party or use it for any other purpose other than the subcontracted works.

17.2 本分包合同对任何第三方都是保密的。未经甲方书面同意，乙方不得向任何第三方披露设计文件或施工图。未经甲方书面同意，乙方不得向任何第三方披露与主合同和分包合同有关的任何文件或材料，或用于分包工程以外的任何其他目的。

17.3 The Party A shall not use such as documents, data and other information received from the Party B for any purpose other than the fulfillment of obligations referred to in this contract. Similarly, the Party B shall not use such as documents, data and other information received from the Party A for any purpose other than the execution of works under this contract or such other work and services as are required for the performance of the Subcontract.

17.3 甲方不得将从乙方收到的文件、资料和其他信息用于履行本合同所述义务以外的任何目的。同样，乙方也不得将从甲方收到的文件、资料和其他信息用于执行本合同规定的工程或履行分包合同所需的其他工作和服务以外的任何目的。

17.4 The obligation of a party under paragraph 17.1 and 17.2 and 17.3 above, however, shall not apply to that information which:

17.4 然而，上述第 17.1、17.2 和 17.3 段规定的义务不应适用于以下信息：

(a) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; or

(a) 可以证明该方在披露时已经拥有，并且以前没有直接或间接从本协议另一方获得；或

(b) otherwise lawfully becomes available to that party from a third party.

(b) 该方以其他方式从第三方合法获得。

17.5 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Subcontract in respect of the execution of works thereof.

17.5 上述规定不得以任何方式修改本合同任何一方在分包合同日期之前就其工程的执行所作的任何保

密承诺。

17.6 The provisions of this Article 17 shall survive from the termination of the Subcontract, for whatever reason.

17.6 无论何种原因，本条规定在分包合同终止后仍然有效。

Article 18 Agreement on implementation and application of the prescribed safety measures

条款十八 关于实施和适用规定的安全措施的协议

18.1 During execution of the contractual obligations and during stay at the construction site, the Party B shall fully comply with all safety and health- protection rules, pursuant to the Art. 19 of the Law on Safety and Health at Work I (Official Gazette of the Republic of Serbia No. 101/2005).

18.1 根据《第一工作安全与健康法》第 19 条（塞尔维亚共和国第 101/2005 号政府公报），在履行合同义务期间和在施工现场逗留期间，乙方应完全遵守所有安全和健康保护法规。

18.2 The Parties shall coordinate activities, relating to reduction and mitigation of risks I for personal injury of the employees, and shall inform each other, and their employees, on risks and measures for their reduction and removal.

18.2 双方应协调与减少和降低雇员人身伤害风险有关的活动，并应告知对方及其雇员相关风险以及减少和消除风险的措施。

The Party B shall provide insurance for his engineers and workers engaged on Site (the accident and emergency sickness insurance must be provided). And should submit the list and ID No, of his engineers and workers to General Party A for recording (General Party A shall be notified of any changes and updates to this list in timely manner), In case of loss by accident within the scope of Subcontracted Works executed by Party B, Party B shall assist Party A in claiming on insurance.

乙方应为其在工地工作的工程师和工人提供保险（必须提供意外和紧急疾病保险）。并应将其工程师和工人的名单和身份证号码提交给总甲方备案（该名单如有变动和更新，应及时通知总甲方），如在乙方执行的分包工程范围内发生意外损失，乙方应协助甲方进行保险索赔。

18.3 Coordination for implementation of the measures for ensuring safety and health of employees, shall be performed by a representative delegated by the Party B (pursuant to the Art. 19 of the Law on Safety and Health at Work).

18.3 确保雇员安全和健康的措施的实施，应由乙方委托的代表进行协调（根据《工作安全和健康法》第 19 条）。

18.4 The Party B undertakes to provide the measures of personnel protection for his employees on the stated Subcontract Works and according to the requirements of safety company employed by Party A.

18.4 乙方承诺在所述分包工程中，根据甲方聘用的安全公司的要求，为其员工提供人员保护措施。

18.5 The Party B shall be solely and exclusively liable for each damage, or accident, sustained by his employees or third parties (including damage to their property), which arise out of execution of the Party B's

contractual obligations or his conduct (including its omissions). The Party B, his employees or third parties, shall not have, or raise, any demands, or claims, against the General Party A on these grounds.

18.5 乙方应对其雇员或第三方因履行合同义务或其行为（包括不作为）而遭受的每项损害或事故（包括其财产的损害）负全责。乙方、其雇员或第三方不得以这些理由对甲方提出任何要求或索赔。

18.6 The Parties agree that Article 18 of this Contract, shall be deemed the Agreement on implementation and application of statutory measures for safety and health protection of persons engaged at the site, by the Parties, regardless of whether such persons are engaged as employees or otherwise.

18.6 双方同意，本合同第 18 条应被视为双方关于执行和使用法定措施以保护现场人员安全和健康的协议，无论这些人员是雇员还是其他身份。

18.7 The Party B shall fully comply with the regulations concerning environmental protection as well as with the rules and procedures concerning conduct at the Site.

18.7 乙方应完全遵守有关环境保护的规定，以及有关现场行为的规则和程序。

18.8 In terms of safety at work, the Party B shall:

18.8 在工作安全方面，乙方应：

- notify the relevant authority as to commencement of the Subcontract Works;
- prepare the act on the implementation of the protective measures at work;
- train his personnel for the safe work;
- determine physical/psychological capability of his personnel before allocation to work positions with special working conditions;
- fully execute instructions of the coordinator for the works in accordance with the provisions of Article. 6 and 13 of the Regulation on safety and health at work at temporary or mobile construction sites (Official Gazette of the Republic of Serbia 14/2009 and 95/2010);
- instruments, manual or mechanical have to be technically in order, during the process of execution of the Subcontract Works. Instruments, which are subject to periodical examination, must have a valid professional certificate at the moment of execution of the Subcontract Works.
- 通知有关当局开始分包工程的事宜；
- 编写关于在工作中实施保护措施的方案；
- 对其人员进行安全施工的培训；
- 在将人员分配到有特殊工作条件的工作岗位前，确定其人员的身体/心理能力；
- 根据《临时或移动建筑工地工作安全与健康条例》第 6 条和第 13 条（塞尔维亚共和国政府公报，2009 年第 14 号和 2010 年第 95 号），完全执行工程协调人的指示；
- 在执行分包工程的过程中，手动或机械仪器必须在技术上保持正常。需要定期检查的仪器，在执行分包工程时必须有有效的专业证书。

Article 19 OTHER PROVISIONS

条款十九 其他条款

19.1 The Party B shall not, without the express prior written consent of the Party A, assign to any third party the Subcontract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder.

19.1 未经甲方事先明确书面同意，乙方不得向任何第三方转让分包合同或其任何部分，或其中的任何权利、利益、义务或利益。

19.2 Party B knows that Party A's acceptance of Party B as a subcontractor of this project must be approved by the Employer. In the event if Employer does not approve Party B as the Sub-Contractor for the works for whatsoever reasons, this Contract shall be null and void and both parties agree not to have any kind of claims on whatsoever grounds against each other.

19.2 乙方确认，甲方接受乙方作为本工程的分包商，必须经雇主批准。如果雇主以任何理由不批准乙方作为工程分包商，则本合同无效，双方同意不以任何理由向对方提出任何形式的索赔。

19.3 For matters not covered herein, the Contractor and the Subcontractor may enter into an appendix or supplementary agreement, which shall have the same legal effect as the Contract.

19.3 对于本合同未涉及的事项，双方可签订附录或补充协议，该协议应与本合同具有同等法律效力。

19.4 The appendix is an integral part of the Contract and has the same legal effect as the Contract.

19.4 合同附录是合同的组成部分，与合同具有同等的法律效力。

19.5 This contract is made in six counterparts, with four held by party A and two held by party B.

19.5 本合同一式六份，其中甲方执四份，乙方执两份。

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Signed by:

由以下双方签署：

For and on behalf of Party A:

甲方：

CHINA RAILWAY CONSTRUCTION ELECTRIFICATION BUREAU GROUP CO. Ltd SERBIA OGRANAK BEOGRAD

legal representative, CRCEBG

中国铁建电气化局集团有限公司塞尔维亚分公司法人代表

For and on behalf of Party B:

乙方：

DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA TRGOVINU I USLUGE ELEKTROMETAL PLUS Vojvode Knićanina 40 VRŠAC

legal representative, “Elektrometal Plus” LLC

“Elektrometal Plus” LLC 法人代表